



United States Department of Housing and Urban Development

CONCILIATION AGREEMENT

UNDER

FAIR HOUSING ACT (Title VIII)

BETWEEN

Sheila Brown  
306 West Avenue J-13  
Lancaster, CA 93534  
(Complainant)

AND

Sung Yun &  
Christine M. Yun, Owners  
(Respondents)

Approved by the FHEO Regional Director on behalf of the United States  
Department of Housing and Urban Development

Effective Date of Agreement: 12/18/2007

Expiration Date of Agreement: 12/18/2008

HUD Case No.: 09-07-0316-8 (Fair Housing Act)

Conciliation Agreement  
CASE NAME: Brown v. Summer Place Apartments, et al  
CASE NUMBER: 09-07-0316-8

#### **A. Parties and Subject Property**

Complainant: Sheila Brown, a person with a child under the age of 18

Respondent :Sung Yun, Owner, Summer Place Apartments

Respondent: Christine Yun, Owner, Summer Place Apartments

#### **Representing Respondents:**

Richard Tobler, Esq.  
Richard L. Tobler, Ltd.  
3654 North Rancho Drive  
Las Vegas, Nevada 89130  
Phone: (702) 256-6000  
Fax: (702) 256-2248

Subject Property: Summer Place Apartments 27  
North 28th St. Bldg. 15, #B3  
Las Vegas, NV 89101

#### **B. Statement of Facts**

On December 1, 2006, Sheila Brown, a person with a child under the age of 18, (Complainant) filed a complaint with the United States Department of Housing and Urban Development (the Department) alleging that Complainant was injured by a discriminatory act of Respondents. Complainant alleges that Leo Bergeron, Agent, and Respondents Sung and Christine Yun, Owners, Summer Place Apartments violated Section 804(a) and 804(b) of the Fair Housing Act as amended in 1988, 42 U.S.C. §3601 et. seq. (the Act) on the basis of familial status by issuing her an eviction notice because of her child under the age of 18.

Complainant and Respondents Jointly, the parties) agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

#### **C. Term of Agreement**

1. This Conciliation Agreement (Agreement) shall govern the conduct of the parties to it for a period of one (1) year from the effective date of this Agreement.

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**D. Effective Date**

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the Fair Housing and Equal Opportunity (FHEO), Regional Director (Director) of the San Francisco Region or his or her designee.
3. This Agreement shall become effective the date on which it is approved by the Director, San Francisco Region or his or her designee.

**E. General Provisions**

4. No party admits liability or wrongdoing of any nature as a result of entering into this Agreement. The parties acknowledge that this Agreement is voluntary and in full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein. By executing the Agreement, no party admits any liability or wrong doing.
5. This Agreement, after it has been approved by the Director, or his or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of Summer Place Apartments.
6. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Director or his or her designee, it is a public document.
7. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint (other than the claims referenced in this Agreement) involving Respondents made pursuant to the Fair Housing Act, or any other act within the Department's jurisdiction.
8. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to this Agreement are notified in advance and agree to the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Director. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
9. The parties agree that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures of consent on

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separate pages. The separate signed pages will be attached to the body of this Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing of this Agreement or within ten (10) days from the date of this Agreement. Both the original and faxed signature pages will be retained in the official case file.

10. It is agreed that the signature of Respondents' counsel, Richard Tobler, Esquire, is made with the authority or and on behalf of Respondents, and execution of this instrument shall not be deemed a personal obligation of same.
11. In exchange for compliance with the provisions of this Agreement, Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-07-0316-8 or which could have been filed in any action or suit arising from said subject matter.
12. In exchange for the compliance with the provisions of this Agreement, Respondents hereby forever waives, releases, and covenants not to sue the Department or Complainant, its heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-07-0316-8 or which could have been filed in any action or suit arising from said subject matter.
13. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act and other Authorities and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act and other Authorities. Respondents further acknowledge that any subsequent retaliation or housing discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

**F. RELIEF FOR COMPLAINANT**

14. Respondents agree to take the following actions, and as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:

Respondents agree to tender the amount of \$35,000 to Complainant. Said payment is to be made in three (3) installments: \$12,500 due on January 5, 2008, \$12,500 due on February 5, 2008, and \$10,000 due on March 5, 2008. The payments will be in the form of a cashier's check

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payable to Sheila Brown and mailed to 310 West Avenue J-13, Lancaster, CA 93534.

- b. Respondents will make a copy of the checks and send to the Department within ten (10) days after each due date in Paragraph 14(a) to show compliance with this part.
- c. Respondents agree to write a letter to Complainant at the address in Paragraph 14(a) waiving all damages resulting from Complainant vacating the unit within ten (10) days of the effective date of this Agreement.
- d. Respondents will provide a copy of the letter to the Department within fifteen (15) days of the effective date of this Agreement to show compliance with Paragraph 14( c).

**G. RELIEF IN THE PUBLIC INTEREST**

- 15. Public relief is addressed in a separate agreement: HUD v. Summer Place Apartments, case number 09-07-0730-8.

**H. MONITORING**

- 16. Complainant and Respondents agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may inspect Respondents' property identified in Section A of this Agreement, examine witnesses and copy pertinent records of Respondents. Respondents agree to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

**I. REPORTING AND RECORDKEEPING**

- 17. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Center  
ATTENTION: CONCILIATION REVIEW  
600 Harrison Street, Third Floor  
San Francisco, CA 94107

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**J. CONSEQUENCES OF BREACH**


18. The parties understand that if the Department has reasonable cause to believe that Respondents have breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action to enforce the terms within this Agreement in the appropriate U.S. District Court, pursuant to 42 USC 3610(c).

**K. SIGNATURES**

These signatures attest to the approval and acceptance of this Conciliation Agreement.

Respondents

By:  Date: 12/13, 2007  
Richard L. Tobler, Esq., on behalf of Respondents as Representing Legal Counsel

 Date: 12/17/07, 2007  
Sheila Brown, Complainant

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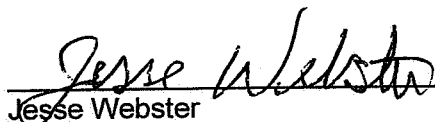
SIGNATURE PAGE

RECOMMEND APPROVAL OF THIS AGREEMENT:



Linda Creel  
Investigator  
Enforcement Branch  
Office of Fair Housing and Equal Opportunity

12/17/07  
Date



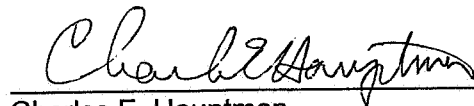
Jesse Webster  
Branch Chief  
Enforcement Branch  
Office of Fair Housing and Equal Opportunity

12/17/07  
Date



Anne Quesada  
Director  
Program Center  
Office of Fair Housing and Equal Opportunity

12/17/2007  
Date



Charles E. Hauptman  
Director  
Office of Fair Housing and Equal Opportunity

12/18/2007  
Date